

# **EXHIBIT K**

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FROM : USMAN TRADING CO. I

ZUKERMAN GORE BRANDEIS  
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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

ESSO EXPLORATION AND  
PRODUCTION CHAD, INC.

§

Plaintiffs,

§

v.

CIVIL ACTION NO. H-04-2483

TAYLORS INTERNATIONAL  
SERVICES LTD., H.N.A. "SANDY"  
GOODMAN AND SHABBIR ALI,

§

Defendants.

**DECLARATION OF SHABBIR ALI**

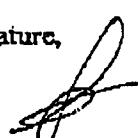
SHABBIR ALI declares as follows:

1. I am a named defendant in the above-captioned action. I make this declaration in support of the Motion of H.N.A. "Sandy" Goodman and Shabbir Ali to Dismiss or, in the Alternative, to Stay.

2. I am the Managing Director of Taylors International Services Limited ("Taylors"), also named as a defendant in the above-captioned action.

3. I am a citizen of the Islamic Republic of Pakistan. My principal business office is in Jiddah, Saudi Arabia. I maintain a residence in Chino Hills, California, where I reside on average approximately three months out of each year.

4. I do not regularly have any contacts, of a business or personal nature, with persons or entities in the state of Texas.



5. I have visited Texas twice in the past five years. Although both visits were related to, and taken in, my capacity as Managing Director of Taylors, neither of these visits pertained in any manner to the circumstances giving rise to this lawsuit.

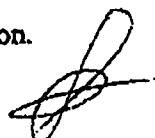
6. I do not own, rent, or lease any property in Texas.

7. I do not have any bank accounts or other financial arrangements based in Texas.

8. I do not conduct or operate any business in Texas.

9. Glen Beal, Vice-President of Business Development for Taylors, negotiated the Catering Contract that is at the heart of this lawsuit on behalf of Taylors. I did not participate in the solicitation, negotiation, or execution of the Catering Contract, nor did I receive or read the Catering Contract or have any detailed knowledge of its terms prior to its signing by Beal.

10. In my capacity as Managing Director of Taylors, I have participated in a few telephone conference calls between representatives of Esso Chad and Taylors which were conducted for the purpose of attempting to resolve disputes related to performance of the Catering Contract. I participated in these phone calls from my office in Jiddah or Taylors' UK Liaison office in Brighton, England. The phone calls were typically initiated by representatives of Esso Chad in Houston.

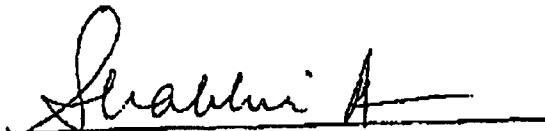


11. In my capacity as Managing Director of Taylors, I signed a December 17, 2003 letter to Esso Chad on behalf of Taylors' Chairman, H.N.A. Goodman. This letter requested financial relief in the form of a "hardship payment" from Esso Chad due to the losses Taylors had suffered performing under the Catering Contract.

12. In my capacity as Managing Director of Taylors, I communicated with representatives of Esso Chad by electronic mail on several occasions for purposes of attempting to resolve disputes arising under the Catering Contract.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 23, 2004

  
\_\_\_\_\_  
Shabbir Ali